



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
INVITATION FOR BID**

IFB NO. B1E05002
TITLE: Pre-cast Concrete Restrooms
ISSUE DATE: 08/05/04

REQ: NR 781 26004000001
BUYER: Cale Turner
PHONE NO.: (573) 526-2716
E-MAIL: cale.turner@oa.mo.gov

RETURN BID NO LATER THAN: 08/26/04 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Bids must be in DPMM office (301 W High St, Rm 630) by the return date and time.

RETURN BID TO: DPMM or DPMM
P O BOX 809 301 WEST HIGH ST, RM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

CONTRACT PERIOD: Date of Award through One Year

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESSES:

**Department of Natural Resources
Division of State Parks
Various Locations Throughout the State**

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 05/03/04). The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this IFB is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE.	
PHONE NO.	FAX NO.	E-MAIL ADDRESS	

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:			
CONTRACT NO.		VENDOR NO.	CONTRACT PERIOD
BUYER	DATE	DIRECTOR	

1. INTRODUCTION**1.1 Purpose:**

- 1.1.1 This document constitutes an invitation for sealed bids from prospective bidders for the purchase of pre-manufactured pre-cast concrete restroom building(s) for the Missouri Department of Natural Resources/Division of State Parks (hereinafter referred to as the “state agency”) in accordance with the requirements and provisions stated herein.

1.2 Contact:

- 1.2.1 Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten calendar days prior to the official bid opening date.

2. CONTRACTUAL REQUIREMENTS:**2.1 Contract:**

- 2.1.1 A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor’s response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Division of Purchasing and Materials Management’s acceptance of the bid by “notice of award” or by “purchase order”. All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

- The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.2 Contract Period:

- 2.2.1 The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2.3 Price:

- 2.3.1 All prices for the pre-cast concrete restroom units quoted herein shall be based on F.O.B Destination Jefferson City, Missouri. The state shall not pay nor be liable for any other additional

costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

- a. If required, the state agency shall coordinate with the contractor on specific delivery locations, other than Jefferson City, Missouri.
- b. All transportation costs associated with deliveries outside of Jefferson City, shall be paid pursuant to the firm, fixed guaranteed not-to-exceed price per mile per unit.

2.4 Ordering:

- 2.4.1 The agency will issue its own properly authorized purchase order on an as needed basis. The contractor must not ship until he/she is in receipt of an approved purchase order.

2.5 Prices Must Be Lowest:

- 2.5.1 The contractor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

2.6 Coordination:

- 2.6.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.7 Delivery Performance:

- 2.7.1 The contractor and/or contractor's subcontractor(s) shall deliver products to unloading sites as designated by the agency in accordance with delivery times coordinated with and approved by the state agency upon receipt of an authorized order. Delivery shall include off-loading (crane lifting and placement) on gravel foundations developed by the state agency in accordance to the contractor's specifications and recommendations. All orders received the last day of the contract, must be shipped at the contract prices. All deliveries must be coordinated with the state agency.

2.8 Insurance:

- 2.8.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

2.9 Contractor Liability:

- 2.9.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

2.9.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

2.9.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.10 Subcontractors:

2.10.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

2.11 Inventions, Patents, and Copyrights:

2.11.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.

2.11.2 The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.

- 2.11.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

2.12 Payment Terms:

- 2.12.1 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, "Invoicing and Payment") unless otherwise addressed in the IFB, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the IFB. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.state.mo.us/STATUTES/STATUTES.HTM>.
- 2.12.2 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application which is downloadable from the following website: <http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>. Each contractor invoice must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.

2.13 Termination:

- 2.13.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.14 Replacement of Damaged Product:

- 2.14.1 The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.

2.15 Substitutions:

- 2.15.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management.

3. TECHNICAL AND PERFORMANCE REQUIREMENTS AND SPECIFICATIONS

3.1 Scope:

- 3.1.1 The contractor shall provide, deliver and place precast concrete restroom buildings that meet or exceed the mandatory specifications herein.

3.2 Standards:

- 3.2.1 The precast concrete restroom building shall comply with the following standards:

- ASTM C33: Concrete Aggregates

- ASTM C39: Method of Test for Compressive Strength of Cylindrical Concrete Specimens
- ASTM C143: Method of Test for Slump of Concrete
- ASTM C150: Standard Specification for Portland Cement
- ASTM C192: Method of Making and Curing Test Specimens in the Laboratory
- ACI 1211.1: Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete
- PCI MNL 116: Quality Control for Plants and Production of Precast Prestressed Concrete Products

3.3 Contractor's Manufacturer Criteria:

3.3.1 The contractor must ensure that the manufacturer supplying the requested precast concrete flush restroom buildings meets or exceeds the following:

- a. Manufacturer must not have defaulted on any contract within the last five years.
- b. Manufacturer must provide sealed and signed, engineered drawings prior to acceptance.

3.3.2 For informational purposes only, the state agency has determined that the following manufacturers of precast concrete restroom buildings may meet the specification criteria herein:

CXT, Incorporated
Spokane Industrial Park
3808 North Sullivan Road, Building 7
Spokane, WA 99216
Phone: 800-696-5766

Mid America Precast, Inc.
2700 Westminister Blvd.
Fulton, MO 65251
Phone: 800-546-5951

Walcon, Inc.
P.O. Box 160
Scottsdale, AZ 85252-0160
Phone: 480-596-9400

Huffcutt Concrete, Inc.
737 Herbert Street
Chippawa Falls, WI 54729
Phone: 715-723-7446

3.4 Design Criteria:

3.4.1 The precast concrete restroom buildings shall be designed to meet the all specified criteria herein. Calculations and engineer's signed and sealed drawings shall be made available for standard buildings, upon request by the agency and shall be for their sole and specific use only. The design criteria are to ensure that the building not only will withstand the forces of nature listed below but also to provide protection from vandalism and other unforeseen hazards.

- a. Aesthetics: Restroom building must meet the design standards and aesthetics as illustrated and noted on Attachment 1 and in compliance with provisions of these specifications. Dimensional variations are acceptable if submittal meets minimum requirement of the latest edition of the American with Disabilities Accessibility Guidelines (ADAAG) for accessible restroom and shower facilities.
- b. Snow Load: 250 pounds per square foot snow load.
- c. Wind Load: 120 miles per hour wind load.
- d. Earthquake: Zone four earthquake.

- e. Accessibility: ADAAG (latest edition) restroom requirements providing a 60-inch turning radius and side transfer to water closet.

3.5 Materials:

3.5.1 Concrete:

- a. Concrete design mix shall be designed in accordance with ACI 211.1 to produce concrete of good workability.
- b. Concrete shall contain a minimum of 610 pounds of cement per cubic yard. Cement shall be a low alkali type III conforming to ASTM C150.
- c. Coarse aggregates used in the concrete mix design shall conform to ASTM C33. Minimum water/cement ratio must not exceed 0.45. Slump must not exceed 5 inch.
- d. Air-entraining admixtures shall conform to ASTM C250. Water reducing admixtures shall conform to ASTM C494, Type A. Other admixtures shall not be used without state agency approval.

3.5.2 Colored Concrete:

- a. Color additives shall conform to ASTM V979. Manufacturer's standard color charts or samples shall be made available to the state agency for selection and approval. The same brand and type of color additives shall be used throughout the manufacturing process.

3.5.3 Cold Weather Concrete:

- a. Cold weather concrete placement shall be in accordance with ACI 306.
- b. Concrete shall not to be placed if ambient temperature is expected to be below 35 degrees F during the curing period unless heat is readily available to maintain the surface temperature of the concrete at minimum 45 degrees F.
- c. Materials containing frost or lumps of frozen materials shall not be used.

3.5.4 Hot Weather Concrete:

- a. The temperature of the concrete shall not exceed 80 degrees F at the time of placement. When the ambient temperature reaches 90 degrees F, the concrete shall be protected with moist coverings.

3.5.5 Concrete Reinforcement:

- a. Reinforcing steel shall conform to ASTM A615. Welded wire fabric shall conform to ASTM A185.
- b. Reinforcing steel shall be new, free of dirt, oil, paint, grease, loose mill scale and loose or thick rust when placed.
- c. Any reinforcing steel details not shown on drawings submitted to the agency or specified shall conform to ACI 318.

- d. Steel reinforcement shall be centered in the cross-sectional areas of precast concrete walls and shall have a minimum 1 inch cover on the under surface of precast concrete floor or roof panels.
- e. Full length reinforcing steel shall be used wherever possible. Where splices are necessary on long runs, splices shall be alternated from opposite side of components for adjacent steel reinforcing bars. Lap bars #4 or smaller in size shall be a minimum of 12 inches. Lap bars larger than #4 in size shall be a minimum of 24 bar diameters.
- f. Lap bars shall be bent cold. No bars partially embedded in concrete shall be field bent.

3.5.6 Sealers and Curing Compounds:

- a. Curing compounds, if used, shall be colorless, complying with ASTM C309, Type 1 or 1D.
- b. Weatherproofing sealer for exterior of building shall be a clear, pure acrylic water repellant penetrating sealer.

3.5.7 Caulking, Grout Adhesive and Sealer:

- a. Caulking shall remain flexible and non-sag at temperatures from minus 50 degrees F to 140 degrees F.
- b. Interior joints shall be caulked with a paintable silicone based caulk.
- c. Exterior joints shall be caulked with a tri-polymer sealant caulk that compliments the color of final finish.
- d. Where a paint finish is provided, grout shall be a non-shrink type and shall be painted to match the color of surrounding or adjacent painted concrete as closely as possible.
- e. Epoxy concrete adhesive shall be two-component, rigid, non-sag gel adhesive for bonding to dry or damp surfaces, moisture insensitive.
- f. Portland cement mortar shall consist of one part Portland cement, three parts sand, and enough clean water to make a workable mixture.

3.5.8 Steel Doors and Hardware:

- a. Steel doors shall be flush panel type 1-3/4 inch thick, minimum 18 gauge prime coated steel panels with minimum 12 gauge internal bracing channels with polystyrene core.
- b. Steel door frames shall be knockdown or welded type, single rabbet, minimum 16 gauge prime coated steel, width to suit wall thickness. Doors frames shall be detailed to allow for ease of replacement. Three (3) rubber door silencers shall be provided on latch side of frame.
- c. Door hinges shall be three per door with dull chrome plating, 4-1/2" x 4-1/2", adjustable tension, automatic closing for each door. Closer may be provided in lieu of self-closing hinges.
- d. At exterior door face, provide 4" x 16" plate with 8 inch handle centered in lower 12 inches of plate and with deadbolt centered in upper 4 inches of plate. At interior door face, provide 4" x 16" plate with lip pull at bottom edge of plate and with deadbolt centered in upper four

inches of plate. Plates shall be punched to receive deadbolts. Centerline mount deadbolt at 48 inches above finish floor and handles at 40 inches above finish floor in compliance with ADAAG.

- e. Single cylinder deadbolt shall be key operation at outside and lever type turn buckle operation at inside. Centerline mount at 48 inches maximum above finish floor in compliance with ADAAG. Contractor shall coordinate keying with park manager or historic site administrator.
- f. Door stops shall have a cast metal base, US26D finish with gray rubber 2-3/8" diameter bumper with a 1-inch projection.
- g. Aluminum or stainless steel kick plates shall be provided at each face of toilet/shower room entrance doors.
- h. Door sweep of an adjustable brush type shall be provided at bottom of each door.

3.5.9 Windows:

- a. Windows shall be fabricated from cast-in-place galvanized steel frame and stop stock or off-shelf anodized aluminum fixed sash window unit. Glazing shall be 1/4 inch thick translucent LEXAN polycarbonate.

3.5.10 Paint:

- a. Paints and paint materials shall conform to Federal Specifications or be similar "top-of-the-line-components". Paints shall be lead free.
- b. Inside concrete floor surface paint shall receive one (1) coat of a one-part epoxy with a silica sand suspension to provide a uniform texture. Color shall be gray.
- c. Inside concrete wall and ceiling surface paint shall receive two (2) coats of a modified acrylic penetrating pigment, followed by one (1) coat of a clear sealer. Color shall be white.
- d. Exterior concrete slab shall receive one (1) coat of a clear penetrating sealer.
- e. Exterior concrete and roof surfaces shall receive two (2) coats of a pure acrylic water repellent penetrating stain in the same color as the walls and roofs followed by one (1) coat of a clear acrylic anti-graffiti sealer.
- f. Factory primed steel doors and frames shall receive two (2) coats of a semi-gloss, acrylic latex enamel factory/shop applied paint finish.

3.5.11 Wall Vents:

- a. Wall vents shall be cast-in-place, kick resistant, rust resistant type of cast aluminum or of fabricated hot-dipped galvanized steel component construction. Vents shall be of a sight-proof (inverted 'V') type. At vault restroom buildings, wall vent free air area shall not exceed free air area of 12-inch diameter vault vent pipes to allow proper ventilation.

3.5.12 Flush Toilet Room Accessories:

- a. Two (2) heavy duty utility hooks at each toilet room shall be 11 gauge, type 304 stainless steel, satin finished hooks equal to American Specialties 1306. Provide one hook at 60

inches above finish floor with lower hook at 48 inches above finish floor with reach of occupied water closet.

- b. Mirror shall be 24" wide by 36" tall, frameless, 20 gauge, type 430 bright annealed stainless steel mirror equal to American Specialties 8251. Mount above lavatory at 40-inch maximum bottom edge height above finish floor.
- c. Grab bars at each water closet shall be 1-1/2" diameter, 1-1/2" maximum wall clearance, 18 gauge, type 304 stainless steel with concealed wall fastener equal to American Specialties 3200 Series. Mount at 34 inches above finish. Installed grab bars shall be able to withstand 300 pound dead loading. Provide minimum 42-inch long, rear wall grab bar mounted 6 inches maximum from adjacent side wall. Provide minimum 42-inch long, side wall grab bar mounted 12 inches maximum from adjacent rear wall.
- d. Toilet tissue dispenser shall be stainless steel, three-roll, wall mount dispenser with lockable stainless steel roll rod equal to Rolls Royce TP-3. Installed grab bars shall be able to withstand 300 pound dead loading. Mount below grab bar, within reach of water closet at 24-26 inches above finish floor.
- e. Sanitary napkin disposal unit shall be surface mounted, type 304 stainless steel unit with self-closing hinged door equal to American Specialties 0473-A. Install at 24 – 36 inches above finish floor and within reach of water closet.

3.5.13 Vault Toilet Room Accessories:

- a. Two (2) heavy duty utility hooks at each vault toilet room shall be 11 gauge, type 304 stainless steel, satin finished hooks equal to American Specialties 1306. Provide one hook at 60 inches above finish floor with lower hook at 48 inches above finish floor with reach of occupied vault riser.
- b. Grab bars at each vault riser shall be 1-1/2" diameter, 1-1/2" maximum wall clearance, 18 gauge, type 304 stainless steel with concealed wall fastener equal to American Specialties 3200 Series. Mount at 34 inches above finish. Installed grab bars shall be able to withstand 300 pound dead loading. Provide minimum 42-inch long, rear wall grab bar mounted 6 inches maximum from adjacent side wall. Provide minimum 42-inch long, side wall grab bar mounted 12 inches maximum from adjacent rear wall.
- c. Toilet tissue dispenser shall be stainless steel, three-roll, wall mount dispenser with lockable stainless steel roll rod equal to Rolls Royce TP-3. Installed grab bars shall be able to withstand 300 pound dead loading. Mount below grab bar, within reach of water closet at 24-26 inches above finish floor.
- d. Sanitary napkin disposal unit shall be surface mounted, type 304 stainless steel unit with self-closing hinged door equal to American Specialties 0473-A. Install at 24 – 36 inches above finish floor and with reach of water closet.

3.5.14 Shower Room Accessories:

- a. Two (2) heavy duty hook strips at each shower room shall be 4-inch x 3-foot long, 11 gauge, type 304 stainless steel, satin finished plate with three (3) hooks equal to American Specialties 1307-3. Provide one hook strip at 60 inches above finish floor with lower hook strip at 48 inches above finish floor at location above the corner seat.
- b. Grab bars at each shower room shall be 1-1/2" diameter, 1-1/2" maximum wall clearance, 18 gauge, type 304 stainless steel with concealed wall fastener equal to American Specialties

3200 Series. Mount at 34 inches above finish. Installed grab bars shall be able to withstand 300 pound dead loading. Provide minimum 60-inch long, rear wall grab bar mounted 12 inches from side wall. At side walls of shower area and one side wall of dressing area, provide minimum 24-inch long, grab bars centered on side walls of each area.

- c. Extra heavy duty shower curtain rod with stainless steel curtain hooks shall be 1-1/4" diameter, 18 gauge, type 304 stainless steel with concealed wall fastener equal to American Specialties 1204. Locate rod shall separate shower and dressing areas.
- d. Corner seat shall be type 304 stainless steel equal to American Specialties 0010. Locate seat in corner of dressing area at 17-19 inches above finish floor.

3.5.15 Plumbing:

- a. At one-room and two-room vault toilet buildings, provide a separate minimum 1000 gallon waste vault for each vault toilet room to prevent cross-ventilation between vaults. Provide a minimum 12-foot long, minimum 12-inch diameter, HDPE black plastic vent pipe for each individual waste vault. Provide a manufactured aluminum or fabricated galvanized steel, 18" x 24", lockable, cleanout access hatch to each individual waste vault.
- b. At one-room and two-room vault toilet buildings, provide a cross-link polyethylene toilet riser, white, 18" high in compliance with ADAAG, 5" mounting flange, 20-5/8" x 16-1/2" oval riser with heavy duty, high impact polystyrene open front toilet seat and lid equal to riser as manufactured by ROMTEC (Tel 541-496-3540).
- c. At one-room and two-room vault toilet buildings, provide a vault liner made from a single sheet black ABS/752 virgin plastic. The initial sheet thickness shall be minimum 0.375 inch. Final stamped thickness shall be minimum 0.060 inch. Vaults with the ABS liner shall be warranted against leakage for a period of seven (7) years.
- d. At two-room flush toilet building and at two-room combination flush toilet/shower building, provide Schedule 40 PVC plastic drain, waste and vent (DWV) piping.
- e. At two-room flush toilet building and at two-room combination flush toilet/shower building, provide Type 'L', hard drawn copper tubing water supply piping. Water lines shall be sized to provide proper flushing action based on a nominal 40 psi water pressure. Provide dual check backflow preventer equal to Watts Series 7 and main ball valve shut-off at water service entry in service chase area.
- f. A two-room flush toilet building and at two-room combination flush toilet/shower building, conceal DWV and water supply piping in an accessible service chase area to the greatest extent possible.
- g. At two-room flush toilet building and at two-room combination flush toilet/shower building, provide an elongated type, vitreous china water closet, wall hung, with siphon jet action. Water closets shall have back spud for a concealed flush valve connection. Hang water closet to provide a 17-19 inch top of seat height in compliance with ADAAG. Seat shall be heavy duty plastic with open front, no lid.
- h. At two-room flush toilet building and at two-room combination flush toilet/shower building, provide a water closet flush valve, concealed flush-o-meter type constructed of rough brass. Furnish flush valve with integral vacuum breaker and wall mount push button. Valve shall be of water saver type with a flow of 1.6 gallons per flush.

- i. At two-room flush toilet building and at two-room combination flush toilet/shower building, provide an enameled cast iron wall hung lavatory with back splashguard, front overflow opening, equipped with brass trap, and drainpipe with no stopper. Lavatory shall be minimum 17 inches in depth and hung at 34-inch rim height above finish floor in compliance with ADAAG for accessible lavatory.
- j. At two-room flush toilet building, lavatory faucet shall be cold water only, 4-inch center, self-closing, metering, push button operation faucet equal to Chicago 857-669. Provide stainless steel flexible supply with ball valve shut-off in service chase.
- k. At two-room combination flush toilet/shower building, lavatory faucet shall be cold and hot water, 4-inch center, self-closing, metering, push button operation faucet equal to Chicago 844-669. Provide stainless steel flexible supplies with ball valve shut-off in service chase.
- l. At two-room flush toilet building and at two-room combination flush toilet / shower building, provide hose bibb(s) in service chase area for winter drain down and general cleaning.
- m. At shower room of the two-room combination flush toilet / shower building, provide blackout in concrete floor for installation of floor drain by agency.
- n. At shower room of two-room combination flush toilet / shower building, provide two (2) corner shower modules to be equal to ACORN Model 423-W-D-MSH-Y Apex Type 2, 2.5 g.p.m. corner shower module, 16 gauge, type 304 stainless steel front panel and top cover, 16 gauge mounting frame, thru-wall supplies, multi-stream shower head, universal ball joint, temperature mixing valve, and soap dish. Stack mount two modules with lower unit showerhead at 48 inches above finish floor in compliance with ADAAG accessibility requirements, and upper unit showerhead at 72 inches above finish floor. Provide stainless steel flexible supplies with ball valve shut-off in service chase. Alternate through-wall mixing valves and showerheads with piping concealed in service chase will be allowed.
- o. At two-room combination flush toilet / shower building, provide a 50-gallon electric commercial hot water heater, (3) 4000 watt elements, 12 KW @ 240V, 61 gallon recovery per hour @ 80 degree F rise equal to STATE Model SB6-52-12-IFE-NSF.

3.5.16 Electrical (Flush Toilet & Combination Flush/Shower Buildings only):

- a. 100 amp / 240V / Single Phase service panel with snap-on breakers to be provided in service chase area.
- b. Electrical wiring to be THHN or THWN copper wiring in EMT rigid conduit or pre-wired flexible metal conduit, surface mounted and run to the greatest extent possible in service chase area. Wiring to be minimum #12 copper except where the National Electric Code (latest edition) or products and equipment require larger wiring.
- c. Whole building through wall ventilation fan to be provided in service chase, or individual through wall ventilation fans to be provided in each toilet / shower room. Ventilation fan(s) to be controlled by timer unit located in the service chase.
- d. Interior lighting for each toilet room to be provided by one (1) wall mounted, 4-foot long, 2-lamp, florescent fixtures with ABS housings and polycarbonate diffusers. Lighting to be controlled by timer unit located in service chase.

- e. Exterior lighting to be a 35 watt, photocell controlled, high pressure sodium fixture with cast aluminum housing rated for exterior use and located between toilet room entrance doors and wall mounted as high as possible to retard attraction of insects.

3.6 Manufacture:

3.6.1 Mixing and Delivery of Concrete:

- a. The contractor shall agree that mixing and delivery of concrete shall be in accordance with ASTM C94, sections 10.6 through 10.9. Aggregate and water shall be adjusted to compensate for differences in the saturated surface-dry condition. Concrete shall be discharged as soon as possible after mixing is complete, but not to exceed thirty (30) minutes.

3.6.2 Placing and Consolidating Concrete:

- a. Concrete shall be consolidated by the use of mechanical vibrators. Vibrations shall be sufficient to accomplish compaction but not to the point that segregation occurs.

3.6.3 Finishing Concrete:

- a. Interior floor and exterior slabs shall be floated and troweled. A light broom finish shall be applied to the exterior and interior slabs.
- b. Exterior face of building walls shall receive a formed texture finish as noted on Attachment 1.
- c. Exterior roof slab surfaces shall receive a wood shake formed to simulate a cedar wood shake finish. The underside of the roof slab shall receive a smooth trowel finish.
- d. Interior partition walls shall have smooth trowel finish public restrooms, smooth form finish at service chase.

3.6.4 Cracks and Patching:

- a. Cracks in concrete components that are judged to affect the structural integrity of the building shall be rejected.
- b. Small holes, depressions and air voids shall be patched with a suitable material. The patch must match the color, finish and texture of the surrounding surface.
- c. Patching shall not be allowed on defective areas if the structural integrity of the building is affected.

3.6.5 Curing and Hardening Concrete:

- a. Concrete surfaces shall not be allowed to dry out from exposure to hot, dry weather during the initial curing period.

3.7 Finishing and Fabrication:

3.7.1 Structural Joints:

- a. Concrete wall panels shall be joined together with two welded plate pairs at each joint. Each weld plate shall be six inches long and located one pair in the top quarter and one pair in the bottom quarter of the seam. At interior concrete partition walls, locate plates and welds inside the service chase area. Weld plates shall be anchored into the concrete panel and welded together with a continuous weld. The inside (interior) seams shall be caulked with a paintable caulking. Outside (exterior) seams shall be caulked in a coordinating colored caulk or a clear caulk to the building finish.
- b. Concrete wall and roof panels shall be joined with 3" x 6" weld plates at each building corner.
- c. The joint between the concrete floor slab and wall panels shall be joined with a grout mixture on the inside (interior), a matched colored or clear caulk on the outside (exterior), and two (2) six inch weld plates per wall.

3.7.2 Painting / Staining:

- a. An appropriate curing time shall be allowed before paint is applied to concrete.
- b. Some applications may require acid etching. A 30% solution of hydrochloric acid shall be used, flushed with water and allowed to thoroughly dry.
- c. Painting shall not be done in cold, frosty or damp weather.
- d. Painting shall not be done in a dusty area or environment.

3.8 Testing:

3.8.1 Testing Requirements:

- a. The following tests shall be performed on concrete used in the manufacture of the precast concrete restroom buildings. All testing shall be done in PCI certified laboratories. Test shall be done only by qualified individuals who have been certified ACI Technician Grade 1. Sample shall be in accordance with ASTM C172.
- b. Concrete slump test shall be performed on the first batch of concrete in accordance with ASTM C143. Slump shall be in the 3" to 5" range.
- c. Concrete air content shall be checked on first batch of concrete in accordance with ASTM C231. Air content shall be in range of 4.5% plus/minus 1.75%.
- d. Concrete compressive strength test cylinders shall be tested in accordance with ASTM C39. Make one (1) cylinder for release, one (1) cylinder for 7-day test, and one (1) test cylinder for 28-day test. The release test shall be a minimum strength of 2500 psi, 7-day test shall be a minimum of 4000 psi, and the 28-day test shall be a minimum of 5000 psi.
- e. Copy of test reports for each building shall be made available to the state agency as soon as the 28-day test results are available.

3.9 Installation Requirements:

- 3.9.1 Work specified herein relates to the contractor's placement of the restroom buildings and any associated components on a site and/or foundation prepared by the state agency in accordance with the manufacturer's instructions and recommendations.

3.9.2 Location: The state agency shall provide the following location placement information to the contractor upon ordering:

- a. Provide exact location by stakes or other approved method.
- b. Provide clear and level site free of overhead and/or underground obstructions.
- c. Provide access to the site for truck delivery and sufficient area for a lifting crane to install and the equipment to perform the contract requirements.
- d. Provide water, electrical, and sanitary sewer connections per the manufacturer's directions and drawings.

3.9.3 Compacting:

- a. Bottom of the installation area shall be compacted after excavation by the contractor. After the manufacturer's recommended base material has been placed, it shall be well compacted. Bearing capacity of soils and base shall be a minimum of 1500 pounds per square feet.

3.9.4 Base:

- a. After compaction of the bottom of the installation area, the contractor shall install and level a minimum 6-inch lift of a compacted $\frac{3}{4}$ " minimum gravel base material to provide support, leveling and drainage for the building. Base material must be confined to prevent washout, erosion or any other undermining.

3.9.5 Access to Site:

- a. Delivery to the site shall be made on normal highway trucks and trailers. If at time of delivery conditions of access are hazardous or unsuitable for truck and equipment due to weather, physical constraints, roadway width or grade, the contractor may request additional costs for crane rental and truck delivery time. Any additional costs, other than those costs stated herein, shall be fair and reasonable as mutually agreed between the state agency and the contractor
- b. Coordination for crane rental and delivery shall be the responsibility of the contractor. Additional costs due to lack of coordination shall be the sole responsibility of the contractor.

3.10 Warranty:

3.10.1 The contractor shall warrant that all products quoted herein, shall, when delivered, conform to the specifications of this IFB. The precast concrete restroom building(s) shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to the contractor in writing within one (1) year of delivery.

- a. Upon the state agency's recommendation to the contractor of problems with the precast buildings, the contractor shall repair or replace the precast concrete restroom building(s) or issue a credit to the state agency provided the contractor is first given the opportunity to inspect such building(s).
- b. Contractor's obligation hereunder is limited to credit, repair or replacement only, F.O.B. manufacturer's plant which shall include shipping, handling, installation or other consequential costs.

3.10.2 The warranty shall not apply to the following:

- a. Any precast concrete restroom building(s) that have been repaired or altered without the contractor's express written consent, in such a way as in the reasonable judgment of the contractor, to adversely affect the stability or reliability thereof;
- b. Any precast concrete restroom building(s) that have been subjected to misuse, negligence, acts of God or accidents, or;
- c. Any precast concrete restroom building(s) that have not been installed to the manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such building and/or components were designed.

4. SPECIAL INSTRUCTIONS TO BIDDERS:

4.1 Contact:

- 4.1.1 Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten calendar days prior to the official bid opening date.

4.2 Business Compliance:

- 4.2.1 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors are presently in compliance with such laws. The bidder shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

4.3 Electronic Bids:

- 4.3.1 If the bidder is responding electronically through the On-line Bidding website, the bidder should submit completed exhibits, forms, and other information concerning the bid as an attachment to the electronic bid. Specific instructions for submitting electronic attachments are included in the On-line Bidding website. Be sure to include the bid number, company name, and a contact name on any attachments submitted with the electronic bid. Bidders submitting electronic and hard copy bid responses which are not identical should explain which response(s) is(are) valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate the response which serves its best interest. The On-line Bidding website can be found at <https://www.moolb.mo.gov>.

- a. The exhibits and forms provided herein can be saved into a word processing document of the bidder's own creation, completed by the bidder, and then attached to the electronic submission. Other requested or required information should be attached to the electronic bid in whatever format the bidder desires.

- b. Specifically the bidder should submit the following with the electronic bid as an attachment: brand, model, warranty period, renewal pricing, domestic products status, and product information.
- c. Exhibits, forms and other information may also be submitted through mail or courier service. However, any such submission should be received prior to the specified closing date and time.

4.4 Compliance with Terms and Conditions:

- 4.4.1 The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB, that the IFB shall govern. Taking exception to the State's terms and conditions may render a bidder's bid non-responsive and remove it from consideration for award.

4.5 American Made:

- 4.5.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
- 4.5.2 The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.
- 4.5.3 If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
- 4.5.4 In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.
- 4.5.5 If any products and/or services offered under this IFB are being manufactured or performed at sites outside the continental United States, the bidder MUST disclose such fact and provide details with the bid.

4.6 Cost Evaluation:

- 4.6.1 The evaluation shall cover the original contract period plus renewal periods. The cost evaluation shall include all mandatory requirements. However, the State of Missouri reserves the right to evaluate optional items, if deemed necessary.
- 4.6.2 The bidder must provide pricing, which shall include all costs including installation, for the fabrication of one-room vault toilet buildings, two-room vault toilet buildings, a two-room flush toilet building, and a combination two-room combination flush toilet/shower room building to Jefferson City, Missouri. In addition, the bidder must provide a guaranteed not to exceed shipping cost per mile per unit for any location within Missouri's borders. The state agency shall use this cost per mile pricing to determine a final delivery cost to a specific state park or historic site.

- a. Delivery costs shall include off loading (crane) and placement of buildings and/or building components by the contractor on gravel foundations to be developed by the state agency in accordance to the contractor's specifications and recommendations.

4.7 Estimated Quantities:

- 4.7.1 The State of Missouri makes no guarantees about the total aggregate order quantities during the contract period.

4.8 Unit of Measure:

- 4.8.1 If the unit of measure specified on the attached pricing pages is different than the manner in which the bidder offers that item, then the unit of measure being proposed by the bidder must be clearly identified on the pricing page.
- 4.8.2 In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. Bidders are encouraged to contact the Buyer **prior to** submission of their bid to discuss anticipated unit modifications. The bidder is cautioned that the State of Missouri reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the State of Missouri.

4.9 Open Competition:

- 4.9.1 Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.
- 4.9.2 The bidder may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the bidder must explain in detail how their product meets or exceed the specifications. Bids, which do not comply with the requirement and the specifications, are subject to rejection without clarification.

4.10 Bid Detail Requirements and Deviations:

- 4.10.1 It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the IFB. Any deviation from a mandatory requirement may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.

Bidders should note: A descriptive brochure of the model bid may not be acceptable as clear identification of deviations from the written specification.

4.11 Attachments:

- 4.11.1 The bidder is advised that attachments exist to this document which provide additional information and instruction. The bidder must contact the buyer of record as indicated on the front page of this document to obtain a copy of the attachments prior to submitting a bid. It shall be the sole responsibility of the bidder to request the attachments. The bidder shall not be relieved of any responsibility for performance under the contract due to the failure of the bidder to obtain a copy of the attachments.

4.12 Determination for Award:

- 4.12.1 The award of contract shall be made to the lowest priced responsive bidder. The State of Missouri reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years. As deemed in its best interests, the State of Missouri reserves the right to clarify any and all portions of any bidder's offer.

PRICING PAGE

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
	The bidder shall conform to the following specifications contained herein:			
001	C/S Code: 75030 <i>Concrete, Precast</i> BUILDING, PRE-ENGINEERED PLANT FABRICATD, PRECAST CONCRETE ONE-ROOM VAULT TOILET BUILDING (Barnwood Form Liner Finish) per mandatory specifications herein. F.O.B delivery cost to Jefferson City, MO.	1	EA	\$_____
	Bidder to state the following:			
	Brand:_____			
	Model:_____			
002	C/S Code: 75030 <i>Concrete, Precast</i> GUARANTEED NOT-TO-EXCEED COST PER MILE PER ONE-ROOM VAULT TOILET BUILDING (Barnwood Form Liner Finish)	1	MILE	\$_____
003	C/S Code: 75030 <i>Concrete, Precast</i> BUILDING, PRE-ENGINEERED PLANT FABRICATD, PRECAST CONCRETE TWO-ROOM VAULT TOILET BUILDING (Barnwood Form Liner Finish) Per mandatory specifications herein. F.O.B delivery cost to Jefferson City, MO.	1	EA	\$_____
	Bidder to state the following:			
	Brand:_____			
	Model:_____			
004	C/S Code: 75030 <i>Concrete, Precast</i> GUARANTEED NOT-TO-EXCEED COST PER MILE PER TWO-ROOM VAULT TOILET BUILDING (Barnwood Form Liner Finish)	1	MILE	\$_____
005	C/S Code: 75030 <i>Concrete, Precast</i> BUILDING, PRE-ENGINEERED	1	EA	\$_____

PLANT FABRICATD, PRECAST CONCRETE

ONE-ROOM VAULT TOILET BUILDING

(CCC Lap Siding / Board & Batten Form Liner Finish)

per mandatory specifications herein. F.O.B delivery cost to Jefferson City, MO.

Bidder to state the following:

Brand:_____

Model:_____

006 C/S Code: 75030 1 MILE \$_____

Concrete, Precast

GUARANTEED NOT-TO-EXCEED COST PER MILE PER

ONE-ROOM VAULT TOILET BUILDING

(CCC Lap Siding / Board & Batten Form Liner Finish)

007 C/S Code: 75030 1 EA \$_____

Concrete, Precast

BUILDING, PRE-ENGINEERED

PLANT FABRICATD, PRECAST CONCRETE

TWO-ROOM VAULT TOILET BUILDING

(CCC Lap Siding / Board & Batten Form Liner Finish)

per mandatory specifications herein. F.O.B delivery cost to Jefferson City, MO.

Bidder to state the following:

Brand:_____

Model:_____

008 C/S Code: 75030 1 MILE \$_____

Concrete, Precast

GUARANTEED NOT-TO-EXCEED COST PER MILE PER

TWO-ROOM VAULT TOILET BUILDING

(CCC Lap Siding / Board & Batten Form Liner Finish)

009 C/S Code: 75030 1 EA \$_____

Concrete, Precast

BUILDING, PRE-ENGINEERED

PLANT FABRICATD, PRECAST CONCRETE

TWO-ROOM FLUSH TOILET BUILDING

(Barnwood Form Liner Finish) per mandatory

specifications herein. F.O.B deliver cost to Jefferson City, MO.

Bidder to state the following:

Brand:_____

Model:_____

010 C/S Code: 75030 1 MILE \$ _____
Concrete, Precast
GUARANTEED NOT-TO-EXCEED COST PER MILE PER
TWO-ROOM FLUSH TOILET BUILDING
 (Barnwood Form Liner Finish)

011 C/S Code: 75030 1 EA \$ _____
Concrete, Precast
BUILDING, PRE-ENGINEERED
PLANT FABRICATD, PRECAST CONCRETE
TWO-ROOM COMBINATION FLUSH TOILET/SHOWER BUILDING
 (Barnwood Form Liner Finish) per mandatory
 specifications herein. F.O.B delivery cost to Jefferson City, MO.

Bidder to state the following:

Brand: _____

Model: _____

012 C/S Code: 75030 1 MILE \$ _____
Concrete, Precast
GUARANTEED NOT-TO-EXCEED COST PER MILE PER
TWO-ROOM COMBINATION FLUSH TOILET/SHOWER BUILDING
 (Barnwood Form Liner Finish)

RENEWAL OPTIONS

The Division of Purchasing and Materials Management shall have the sole option to renew the contract for three (3) one-year options, or a portion thereof, for a maximum total of three (3) additional years. The bidder must respond to the following line items regarding renewal pricing. The bidder can indicate a renewal price increase by percentage, applicable to all line items, or a price decrease, also indicated by percentage and applicable to all line items. The bidder must not bid BOTH a price percentage increase and decrease for the same renewal period but must clearly indicate if the percentage is an INCREASE or a DECREASE. Bidders submitting an electronic bid MUST submit a comment or attachment to distinguish between an increase or decrease. In the event no comment or attachment is submitted, the state of Missouri shall interpret the percentage as an INCREASE.

Regarding price increase percentages for renewals: The bidder must indicate the maximum allowable percentage of price increase (or the minimum allowable percentage of price decrease) applicable to the renewal option year. If a percentage is not quoted (i.e. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) quoted for the original contract period. Statements such as "a percentage of the then current price" or "consumer price index" are NOT ACCEPTABLE.

All increases shall be calculated against the **ORIGINAL** contract price, NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentage indicated shall be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

Note: In the event the Division of Purchasing and Materials Management awards by line items, then the item numbers assigned to renewal options will not be referenced in the award text. However, the State of Missouri reserves the right to exercise applicable renewal options according to established clauses in the contract.

013 C/S Code: 75030 1 PCNT _____%
Concrete, Precast
For First Renewal Period
Renewal Option Percentage Price Adjustment
Bidder Must Identify below by checking appropriately as an INCREASE OR DECREASE
Maximum Increase:_____ OR Minimum Decrease:_____

014 C/S Code: 75030 1 PCNT _____%
Concrete, Precast
For Second Renewal Period
Renewal Option Percentage Price Adjustment
Bidder Must Identify below by checking appropriately as an INCREASE OR DECREASE
Maximum Increase:_____ OR Minimum Decrease:_____

015 C/S Code: 75030 1 PCNT _____%
Concrete, Precast
For Third Renewal Period
Renewal Option Percentage Price Adjustment
Bidder Must Identify below by checking appropriately as an INCREASE OR DECREASE
Maximum Increase:_____ OR Minimum Decrease:_____

Delivery:

The desired delivery is sixty (60) calendar days after the receipt of a properly executed order. If bidder's delivery is different, the bidder should state delivery in days after receipt of order: _____ calendar days ARO.

Warranty:

The bidder must meet the minimum warranty requirements stated herein. Bidder should state their warranty:

Employee Bidding/Conflict of Interest:

Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name and title of state employee, General
 Assembly member or statewide elected official: _____

Name of state agency where employed: _____

Percentage of ownership interest in bidder's
 organization held by state employee, General
 Assembly member or statewide elected official: _____%

MBE/WBE Certification:

Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification by the State of Missouri, Office of Administration, Office of Equal Opportunity is required to be considered an eligible MBE/WBE in meeting participation goals. If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please mark the appropriate blank below. To obtain an application for certification, go to the OEO Internet website and download an application at <http://www.oa.mo.gov/oao/Application-profit.pdf> or contact the MBE/WBE Certification Program at 877-259-2963 or email nancy.heyer@oa.mo.gov.

_____ MBE _____ WBE _____ Both

**STATE OF MISSOURI -- OFFICE OF ADMINISTRATION
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

EXHIBIT A

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

Section A – All Products Are Manufactured or Produced In U.S.

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required).

COMPANY NAME

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required).

COMPANY NAME

Section C – Products May Qualify Because of Qualifying Treaty

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

SECTION C

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required)

COMPANY NAME

NOTE: Any product not listed above in Section C will be considered non-domestic if Section A is not signed. If this form is not completed, signed, and returned, items bid may not receive the domestic preference.

STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DPMM to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DPMM, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The IFB is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the IFB based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the bidder must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an IFB after issuance.

4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.

- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Bids may be submitted electronically as permitted by the IFB through the State of Missouri's On-Line Bidding website or hard copy delivered to the DPMM office. Delivered bids must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DPMM post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DPMM office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically may be modified on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically may be canceled on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. When submitting a bid electronically, the bidder indicates acceptance of all IFB terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Bidders delivering a hard copy bid to DPMM must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Prices shall be posted on the state's On-Line Bidding website after the official opening date and time. The DPMM will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Executive Orders 03-27 and 04-09.

- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DPMM reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DPMM reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DPMM may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DPMM to the successful bidder. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The DPMM posts all bid results on the On-line Bidding website for a reasonable period after bid award and maintains images of all bid file material for review. Bidders who include an email address with their bid will be notified of the award results via email.
- l. The DPMM reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DPMM's acceptance of the response (bid) by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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